

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Chad G. Harris, Matthew L. Hawk, Timothy J. Mickley
Application No.: 10/781775
Filed: February 20, 2004
For: Variable Depth Injection Device and Method
Examiner: Quynh-Nhu Hoang Vu
Group Art Unit: 3763

Commissioner for Patents

Docket No.: S63.2B-13993-US01

P.O. Box 1450

Alexandria, VA 22313-1450

ASSIGNEE'S STATEMENT OF OWNERSHIP 37 CFR 3.73(B)

Boston Scientific Scimed, Inc., a corporation, is the assignee of the entire right, title and interest in the patent application identified above by virtue of a chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From : Chad G. Harris, Matthew L. Hawk, Timothy J. Mickley
To: Scimed Life Systems, Inc.
The document was recorded in the Patent and Trademark Office at Reel 015007, Frame 0031, or for which a copy thereof is attached.

2. From : Scimed Life Systems, Inc.
To: Boston Scientific Scimed, Inc.
The document was recorded in the Patent and Trademark Office at Reel 018305, Frame 0154, or for which a copy thereof is attached.

Copies of assignments or other documents in the chain of title are attached.

The undersigned is empowered to sign this statement of ownership certificate on behalf of the assignee.

Respectfully submitted,

VIDAS, ARRETT & STEINKRAUS

Date: July 1, 2008

By: /James M. Urzedowski/
James M. Urzedowski
Registration No.: 48596

6640 Shady Oak Dr., Suite 400
Eden Prairie, MN 55344-7834
Telephone: (952) 563-3000
Facsimile: (952) 563-3001
f:\wpwork\jmu\13993us01_sta_20080630.doc

015007/0031 PAGE 2

LENELL MACKALL, SUPERVISOR
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

02-27-2004

Tab settings → → → ▾ ▾

To the Honorable Commissioner of P



102679931

3d original documents or copy thereof.

U.S.PTO

22857

101781775



022004

1. Name of conveying party(ies):

Chad G Harris
Matthew L Hawk
Timothy J Mickley

Additional name of conveying party(ies) attached? Yes No

3 Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 2/10/2004; 2/11/2004; 2/10/2004

2 Name and address of receiving party(ies)

SCIMED LIFE SYSTEMS, INC.
ONE SCIMED PLACE
MAPLE GROVE, MN 55311-1566

4 Application number(s) or patent number(s):

10781775

If this document is being filed together with a new application, the execution date of the application is: February 10, 2004,
February 11, 2004

A Patent Application No (s)

B Patent No (s)

Additional numbers attached? Yes No

5 Name and address of party to whom correspondence concerning this document should be mailed:

Douglas E. Ringel
Kenyon & Kenyon
1500 K Street, NW
Suite 700
Washington, DC 20005

6 Total number of applications and patents involved: 1

7 Total fee (37 CFR 3.41) \$ 40

Enclosed

Authorized to be charged to deposit account

8 Deposit account number:

11-0600

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9 Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David R. Schaffer, Reg. No. 43,089

Name of Person Signing

Signature

2/20/04

Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:

02/26/2004 ECOPPER 00000126 110600 10781775
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

WHEREAS, We,

- 1) Chad G. Harris, a citizen of the United States of America;
- 2) Matthew L. Hawk, a citizen of the United States of America; and
- 3) Timothy J. Mickley, a citizen of the United States of America.

residing at

- 1) 11451 77th ST. N.E., Albertville, MN 55301;
- 2) 8765 Palmgren Ave. N.E., Otsego, MN 55330; and
- 3) 21870 Xenon Street, Elk River, MN 55330.

(hereinafter also referred to as "the Assignors"); have invented new and useful improvements in **VARIABLE DEPTH INJECTION DEVICE AND METHOD**, for which we have made an application for Letters Patent of the United States, said application being filed in the United States Patent and Trademark Office herewith; and

WHEREAS, SCIMED LIFE SYSTEMS, INC., organized and existing under and by virtue of the laws of the State of Minnesota, having an office at One SCIMED Place, Maple Grove, Minnesota 55311-1566, (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title and interest in and to the application and invention therein described and claimed and any Letters Patent that may be issued upon the application or for the improvements therein contained.

NOW, THEREFORE, in consideration of One U.S. Dollar (U.S. \$1.00) and other valuable consideration furnished by Assignee to me, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.
2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10 day
of February, 2004.

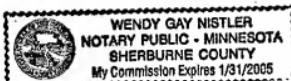

Chad G. Harris

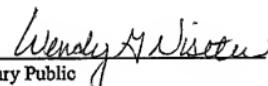
United States of America)

State/Commonwealth of Minnesota) ss.:

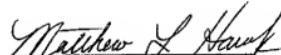
County of Hennepin)

On this 10th day of Feb 2004 before me personally came **Chad G. Harris**, to me
known to be the individual described in and who executed the foregoing instrument, and
acknowledged execution of same.




Wendy G. Nistler
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11th day
of February, 2004.

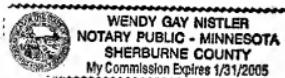

Matthew L. Hawk

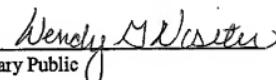
United States of America)

State/Commonwealth of Minnesota) ss.:

County of Hennepin)

On this 11th day of Feb 2004 before me personally came Matthew L. Hawk, to me
known to be the individual described in and who executed the foregoing instrument, and
acknowledged execution of same.



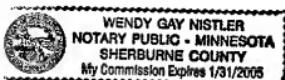

Wendy M. Nistler
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10th day
of February, 2004.

Timothy J. Mickley
Timothy J. Mickley

United States of America)
State/Commonwealth of Minnesota) ss.:
County of Minneapolis)

On this 10th day of Feb 2004 before me personally came Timothy J. Mickley, to me
known to be the individual described in and who executed the foregoing instrument, and
acknowledged execution of same.



Wendy G Nistler
Notary Public



162 329736

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 26, 2006

PTAS



FRED T. GRASSO
KENYON & KENYON LLP
1500 K STREET, N.W., SUITE 700
WASHINGTON, DC 20005

103309238A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 09/14/2006

REEL/FRAME: 018305/0154
NUMBER OF PAGES: 5

BRIEF: CHANGE OF NAME (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
SCIMED LIFE SYSTEMS, INC. DOC DATE: 12/22/2004ASSIGNEE:
BOSTON SCIENTIFIC SCIMED, INC.
ONE SCIMED PLACE
MAPLE GROVE, MINNESOTA 55311SERIAL NUMBER: 10781775 FILING DATE: 02/20/2004
PATENT NUMBER: ISSUE DATE:
TITLE: VARIABLE DEPTH INJECTION DEVICE AND METHODKIMBERLY WHITE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION100011000000
PUBLICATIONS
SEARCHED
SERIALIZED
INDEXED

SEP 14 20



09-19-2006

To the Director of the U.S. Patents and Trade

1. Name of conveying party(ies)/Execution Date(s):
SCI MED LIFE SYSTEMS, INC.

Execution Date(s) December 22, 2004

Additional name of conveying party(ies) attached? Yes No**3 Nature of conveyance:**

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application number(s) or patent number(s):A. Patent Application No (s)
10/781,775 This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No**5. Name and address of party to whom correspondence concerning this document should be mailed:**

Name: Fred T. Grasso

Internal Address: KENYON & KENYON LLP

Street Address: 1500 K Street, N.W., Suite 700

City: Washington

State: DC Zip: 20005

Phone Number (202) 220-4311

Fax Number: (202) 220-4201

Email Address: fgrasso@kenyon.com

9. Signature:

Signature

Fred T. Grasso, Reg. No. 43,644

Name of Person Signing

September 14, 2006

Date

Total number of pages including cover sheet, attachments, and documents

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

I-1170

ARTICLES OF MERGER OF
BOSTON SCIENTIFIC SCIMED, INC.
WITH AND INTO
SCIMED LIFE SYSTEMS, INC.

Pursuant to Minnesota Business Corporation Act, Section 302A, the undersigned, Boston Scientific Scimed, Inc., a Minnesota corporation ("BSS"), and Scimed Life Systems, Inc., a Minnesota corporation ("Scimed Life"), hereby adopt the following Articles of Merger for the purpose of merging BSS with and into Scimed Life, with Scimed Life being the surviving corporation.

1. The Agreement and Plan of Merger between BSS and Scimed Life dated as of December 15, 2004 (the "Merger Agreement"), as required by Minnesota Business Corporation Act, Section 302A.615, subdivision 1, is attached hereto as Exhibit I.

2. The Board of Directors and sole shareholder of BSS approved the Merger Agreement in a joint written action dated as of December 15, 2004 pursuant to Minnesota Business Corporation Act, Section 302A.613.

3. The Board of Directors and all of the shareholders of Scimed Life approved the Merger Agreement in a joint written action dated as of December 15, 2004 pursuant to Minnesota Business Corporation Act, Section 302A.613.

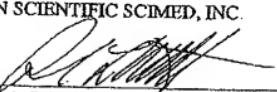
4. The name of the surviving corporation shall be Boston Scientific Scimed, Inc.

5. The merger shall be effective upon the later of 12:01 a.m. on January 1, 2005 or the filing of these Articles of Merger with the Secretary of State of the State of Minnesota.

IN WITNESS WHEREOF, BSS and Scimed Life have caused these Articles of Merger to be executed by their respective officers thereunto duly authorized this 22 day of December, 2004.

BOSTON SCIENTIFIC SCIMED, INC.

By:


Paul A. LaViolette
Chief Executive Officer and President

SCIMED LIFE SYSTEMS, INC.

By:

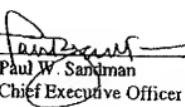

Paul W. Sandman
Chief Executive Officer

EXHIBIT 1

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Merger Agreement") is made and entered by and between Scimed Life Systems, Inc., a Minnesota corporation ("Scimed Life"), and Boston Scientific Scimed, Inc., a Minnesota corporation ("BSS"), as of the 15th day of December, 2004.

WHEREAS, Boston Scientific Corporation, a Delaware corporation ("BSC"), is the sole shareholder of BSS and holds 4,919,847 of the outstanding shares of common stock of BSS;

WHEREAS, BSC and Boston Scientific Wayne Corporation, a New Jersey corporation and a subsidiary of BSC ("Wayne"), are the shareholders of Scimed Life, with BSC holding 10,000 of the outstanding shares of common stock of Scimed Life and Wayne holding 354 of the outstanding shares of common stock of Scimed Life;

WHEREAS, BSC, Wayne, BSS and Scimed Life desire that, following the effective time of the merger, BSC shall hold 10,628 of the outstanding shares of common stock of the surviving corporation and Wayne shall hold 354 shares of common stock of the surviving corporation;

WHEREAS, the parties intend that the merger contemplated hereby shall be a tax-free reorganization under Sections 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, and that this Merger Agreement shall constitute a plan of reorganization;

WHEREAS, the respective boards of directors of BSS and Scimed Life have, by resolutions duly adopted, determined that a merger of BSS with and into Scimed Life (the "Merger") in accordance with the terms of this Merger Agreement and the applicable provisions of the Minnesota Business Corporation Act, as amended, is in the best interests of each such party and its respective shareholders; and

WHEREAS, 100% of the shareholders of each of BSS and Scimed Life have approved and adopted the terms of this Merger Agreement and the Merger;

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. The Merger shall take effect in accordance with the plan of merger, attached hereto as Exhibit A (the "Plan of Merger"), and incorporated into this Merger Agreement.

2. Governing Law. The internal law, without regard for conflicts of laws principles, of the State of Minnesota will govern all questions concerning the construction,

validity and interpretation of this Merger Agreement and the performance of the obligations imposed by this Merger Agreement.

3. **Assignment** This Merger Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Merger Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party hereto without the prior written consent of the other party hereto.

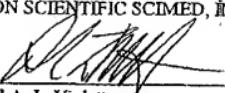
4. **Amendment and Waiver** The parties may, by written agreement, waive compliance with or modify, amend or supplement any of the covenants or agreements contained in this Merger Agreement.

5. **Notices**. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, or mailed by first class mail, return receipt requested, or when receipt is acknowledged by return teletype if telexcopied, to the address appearing on the corporate records of each of the parties hereto (or to such other address as a party may designate by notice to the other).

6. **Counterparts**. This Merger Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

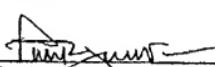
IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be duly executed as of the day and year first above written.

BOSTON SCIENTIFIC SCIMED, INC.

By: 

Paul A. LaViolette
Chief Executive Officer and President

SCIMED LIFE SYSTEMS, INC.

By: 

Paul W. Sandman
Chief Executive Officer

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

DEC 22 2004


Mary Kiffmeyer
Secretary of State

PLAN OF MERGER
OF
BOSTON SCIENTIFIC SCIMED, INC
INTO
SCIMED LIFE SYSTEMS, INC.

1. Scimed Life Systems, Inc ("Scimed Life") is a business corporation whose jurisdiction of organization is the State of Minnesota. Boston Scientific Scimed, Inc ("BSS") is a business corporation whose jurisdiction of organization is the State of Minnesota.

2. BSS (the non-surviving corporation) hereby merges with and into Scimed Life (the surviving corporation) pursuant to the provisions of Section 302A.601 of the Minnesota Business Corporation Act.

3. The separate existence of BSS shall cease upon the effective date of the merger pursuant to the provisions of the Minnesota Business Corporation Act, and Scimed Life shall continue its existence as the surviving corporation pursuant to the provisions of the Minnesota Business Corporation Act.

4. The name of the surviving corporation shall be Boston Scientific Scimed, Inc.

5. The merger described herein shall be effective (the "Effective Time") upon the later of 12:01 a.m. on January 1, 2005 or the filing of the Articles of Merger with the Secretary of State of the State of Minnesota.

6. The 4,919,847 shares of common stock, \$.01 par value, of BSS issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for 628 validly issued, fully paid and nonassessable shares of common stock, \$.05 par value of the surviving corporation, and a new certificate shall be issued representing such shares.

7. The directors of BSS immediately prior to the Effective Time shall be the directors of the surviving corporation, and the officers of BSS immediately prior to the Effective Time shall be the officers of the surviving corporation.

8. This plan may be terminated and the merger abandoned by the boards of directors of Scimed Life and BSS at any time prior to the Effective Time.

9. The officers of each of BSS and Scimed Life are authorized, empowered, and directed to take any and all actions that, in their discretion, are necessary to consummate the transactions contemplated by the Plan of Merger or which may be in any way necessary or proper to effect such merger.